[1988] 2 M.L.J. SUPPLEMENT

In the process of reducing the reporting time of *The Malayan Law Journal* a number of important 1986 and 1987 cases had to be omitted from our fortnightly issues. These cases constitute this Supplement and should be bound together with the [1988] 2 M.L.J.

SINGAPORE REPORTS

LEE SUAT HONG v. TEO LYE

[C.A. (Wee Chong Jin C.J., Rajah J. and Chan Sek Keong J.C.) February 25, 1987]

[Singapore — Civil Appeal No. 49 of 1986]

Landlord and Tenant — Claim for possession of premises — Defence of estoppel — Equitable estoppel — Tenancy coupled with equity — Reasonable compensation to satisfy equity.

Evidence — Distinction between judge's finding of specific fact and inferences drawn from facts.

Civil Procedure — Appeal — Finding of fact by trial judge — Refusal of appellate court to interfere.

Equity — Estoppel by acquiescence — Creation of estoppel — Extent of equity — Compensation to satisfy equity.

The plaintiff claimed against the defendant for possession of premises known as No. 38A Lorong Puntong, Singapore ("No. 38A") together with arrears of rent and mesne profits from February 1, 1983 and costs. The plaintiff alleged that the defendant's tenancy of the premises had been duly determined by notice to quit expiring on January 31, 1983.

The defendant claimed that the plaintiff was estopped from denying the plaintiff's right to remain in occupation for as long as the defendant and her family deemed fit. The defendant alleged that the plaintiff's predecessor in title of the premises (No. 38A) had represented to the defendant and her family that if they were to give up possession of Lot 234 Mukim 15, of which the defendant claimed to have been protected tenants under the Control of Rent Act, the defendant and her family would be allowed to erect their own house on the present premises and to remain in occupation for as long as they deemed fit. The defendant alleged that relying on this representation, she and her family gave up possession of Lot 234, Mukim 15, moved to No. 38A, erected their own house on it and incurred expenses in reclaiming part of the premises which was then swampland. The defendant also argued that alternatively, the equity could be satisfied if the plaintiff were to pay her $80,000 being the costs of resettling her in a 4-room HDB flat.

The trial judge found on the evidence before him that the defendant did not actually know the terms of the occupation of No. 38A. Neither did she know the terms under which her husband was allowed to build the house at No. 38A. In the circumstances, the trial judge found that the defendant was not a protected tenant of Lot 234 and that no expectation that the defendant could stay at No. 38A permanently had been created.

The trial judge ordered the plaintiff to pay the defendant $24,207 being the replacement cost of the defendant's house at No. 38A before the plaintiff could recover possession. The defendant's claim for $80,000 was rejected.

The defendant's appeal to the High Court was allowed. The High Court held that (a) the trial judge had erred in concluding that no expectation was created by the plaintiff's predecessor in title that the defendant and her family could reside at No. 38A permanently;

(b) the defendant had proved on the balance of probabilities that the circumstances of the case established the equitable estoppel alleged by her; and

(c) the equitable estoppel protected the defendant and her family's occupation of the premises permanently.

The High Court also accepted the defendant's submission that the cost of resettling the defendant would be $80,000.

The plaintiff appealed against the decision of the High Court.

Held, allowing the appeal: (1) in cases such as this where the defendant raises equitable estoppel to restrict the plaintiff from exercising his legal rights as landowner, the proper approach is to inquire first, whether any equitable estoppel exists, and if so, the extent of the equity established by the estoppel, before next considering how best that equity may be satisfied;

(2) whether there is an equity and its extent will, in the normal case, depend simply on the initial conduct said to give rise to the equity, although the court may have to decide how, having regard to supervening circumstances, the equity can best be satisfied. If the equity so requires, the court may declare the defendant to be entitled to possession until his outlay is repaid, or even for so long as he wishes;

(3) the general principle is that an estoppel arises where one party (A) makes a representation or promise to another (B) intending (B) to act in reliance on the representation or promise, and (B) does so act to his detriment. (A) will then be estopped from acting inconsistently with his representation or promise;

(4) the finding of fact in question in this case relates to a finding of a specific fact (*i.e.* whether the representation as alleged by the defendant had been made) and not to the drawing of an inference;

(5) a distinction must be drawn between a judge's finding of a specific or primary fact based on conflicting testimony, and the inferences to be drawn from undisputed facts or facts deposed to by witnesses and found by the court. While an appellate court might be more willing to form an independent opinion upon the proper inference to be drawn, it would always be extremely reluctant to reject a finding by a judge of a primary fact deposed to by witnesses especially when the finding is based on the credibility or bearing of a witness;

(6) the trial judge's finding that no expectation that the defendant be permitted to stay at No. 38A permanently had been created must be restored;

(7) there was an equitable estoppel or an estoppel by acquiescence operating in favour of the defendant, thereby creating in her favour an equity which has to be satisfied before the plaintiff could recover possession;

(8) this equity could not extend to protecting the defendant's occupation of No. 38A permanently. Neither would it therefore require that the defendant should be compensated with the costs of finding alternative accommodation in order that the equity may be satisfied. The extent of the defendant's equity was merely to protect her from eviction without being compensated for the money expended in erecting the house. The defendant's equity could therefore be satisfied if she were so compensated;

(9) the plaintiff should be entitled to possession of the premises upon payment of $24,207 and the defendant must vacate the premises by May 31, 1987.

[*Editorial Note:* Conditional leave to appeal to the Privy Council was granted to the respondent on April 13, 1987. The conditional leave was subsequently struck out for want of prosecution.]

Cases referred to:

(1) *Siew Soon Wah* v. *Yong Tong Hong* [1973] 1 M.L.J. 133.
(2) *Bank Negara Indonesia* v. *Philip Hoalim* [1973] 2 M.L.J. 3.
(3) *Goh Leng Kwang* v. *Teng Swee Lin* [1974] 2 M.L.J. 5.

DISTRICT COURT (April 30, 1986)

Ng Liang Poh for the plaintiff.

Cheong Yuen Hee (*Miss Mabel Tan* with him) for defendant.

Cur. Adv. Vult.

Dalip Singh D.J. (delivering the grounds of judgment): In this action the plaintiff/respondent, Lee Suat Hong, claimed possession of the land and premises known as 38A Lorong Puntong, Singapore, hereinafter referred to as 38A, from the defendant/appellant, Teo Lye, together with arrears of rent and mesne profits from February 1, 1983 and costs.

It was not disputed by the defendant that she received the notice to quit purporting to terminate her tenancy of 38A on January 31, 1983.

The defendant pleaded, *inter alia,* that she and her family were ground tenants of Lot 234 Mukim 15 belonging to one Soh Thow Neo. That she and her husband built a house on Lot 234. Because Soh Thow Neo's husband intended to develop Lot 234, Soh Thow Neo sought to recover vacant possession of Lot 234. In consideration of the defendant and her family quitting Lot 234, the defendant and her husband were allowed to build the house No. 38A on Lot 19-10 Mukim 18 bought by Soh's husband's company Ang Chuan Lam Ltd. for that purpose. That the defendant and her husband built 38A on Lot 19-10 Mukim 18 with the express consent and understanding of Ang Chuan Lam Ltd. and in the expectation that they would be allowed occupation of it for as long as the defendant and her family deemed fit.

At the outset of the trial, both counsel intimated that the only issue on which they wished a decision from the court was whether or not the defendant was entitled to an equitable estoppel.

I found that the defendant was not entitled to an equitable estoppel. In my finding, her tenancy was coupled with an equity and that she was entitled to have the equity satisfied before the plaintiff could recover possession of 38A. The quantum to satisfy that equity was fixed by the court at $24,207.

The defendant now appeals against the whole decision.

It was not disputed that 38A was built by the defendant's late husband and that he had obtained the permission of the owner of the land to build it. The owner of the land, Ang Chuan Lam Ltd., had by signing exh P1, which is an application to the Building Control Division to build the premises 38A, given its permission to the defendant to build 38A.

In support of the defendant's claim that she was entitled to an equitable estoppel, it was pleaded in her defence that she was a protected tenant at Lot 234. Was she a protected tenant there? Though it was pleaded that the house on Lot 234 belonged to her, her evidence was this. Before she moved to 38A, she lived in an attap hut. Before she moved to 38A, she lived at Ang Chuan Lam's place at 6 m.s. Thomson Road. She ex-

plained that by Ang Chuan Lam's place she meant her husband's elder sister Soh Thow Neo's house. She further stated, "Ang Teck Say chased us out of the attap house because of development of the land. He told me and my husband and family to move to 38A. 38A was not built yet. He told us to move to 38A which was subsequently built. Ang Teck Say told us to move to the piece of land which he will purchase. This piece of land is where 38A now stands." Further she stated that she did not give the instructions in para 2 of her defence which sets out, *inter alia,* that the house on Lot 234 was hers.

What were the terms of the occupation of 38A? She stated that Ang Teck Say, Soh Thow Neo's husband, had said "We could live there permanently," *vide* page 5 of the notes of evidence. She admitted that she did not know the conditions under which her husband was allowed to build 38A *vide* page 7 of the notes of evidence.

Under re-examination she stated:

Q. Are you sure that Ang Teck Say and his wife Soh told your husband and you that you and your family can live at the new place permanently?

A. Yes I am sure.

vide page 8 of the notes of evidence.

Regarding the instructions set out in para 4 of the defence where equitable estoppel was pleaded, she stated that she did not and does not know who gave the instructions regarding that plea.

What did her son (DW3) say on this issue? He stated "DW2 told me that my uncle asked them to stay at 38A. My mum knew that."

On the question of payment for filling the pond on which location 38A was erected, she stated "I don't know how much was spent by my husband to fill the pond" *vide* page 4 of the notes of evidence. She further stated that Ang paid her husband money to fill the pond and that her husband told her Ang would pay the cost of filling the pond *vide* page 6 of the notes of evidence.

Her son DW3 stated that his mother (DW2) told him that his father bore all the expenses of filling the pond. That $5,000 was paid for that purpose.

If the attap house at Lot 234 was the defendant's she could not have been chased out of it as admitted by her.

In my view the defendant was not a very truthful witness.

It would appear that she did not know the terms of the occupation of 38A. What is clear is that when the application to build the house 38A was made the tenure of the land was stated as a monthly one which the defendant's husband, now deceased, did not challenge.

It was my finding upon a perusal of the whole evidence that there was no expectation created as alleged in para 4 of the defence. I found that the defendant was not entitled to an equitable estoppel.

It was not disputed that the defendant had expended money in erecting 38A on the plaintiff's land with the then owner's consent. For the plaintiff to recover possession of the land and the premises 38A, he had to satisfy the equity to which the defendant was entitled by compensating her for the building 38A. The amount that would satisfy the equity is always a difficult one in the absence of any decision providing some guideline for the computation of the amount. Landlords' offers often are at great variance from the amount sought by those entitled to the satisfaction of their equity. In the present case the valuation report exh. A that was submitted was from a valuer jointly agreed upon by the plaintiff and the defendant. The replacement value of the premises 38A given in the report exh. A was $24,207 less 25% depreciation for age. The plaintiff had been generous enough to forgo the 25% deduction for age and agreed to pay the full replacement value of the house in question.

The defendant, however, claimed $80,000 so that she could move to a 4-room HDB flat. In my view, governmental or statutory board compensation granted in respect of property acquired has no relevance in the computation of the amount payable in satisfaction of equity. In the case of satisfaction of equity the landlord is often the owner of the land and is merely paying for the premises to be left behind while government or statutory board compensation is invariably paid for the land as well as the premises acquired.

In my view, the compensation of $24,207 offered by the plaintiff to the defendant in satisfaction of the equity was fair and generous.

Accordingly, I ordered that the defendant be paid $24,207 before the plaintiff could recover the premises 38A and the land on which it stands.

[*The defendant appealed to the High Court.*]

HIGH COURT.

Cheong Yuen Hee (*Miss Mabel Tan* with him) for the appellant.

Ng Liang Poh for the respondent.

Cur. Adv. Vult.

Chua J.: This is an appeal against an order of the District Court whereby judgment was entered for the plaintiff/respondent for possession of the premises known as No. 38A, Lorong Puntong, Singapore, and the defendant/appellant was ordered to give up possession of the said premises to the plaintiff/respondent upon payment of $24,207 in satisfaction of the equity.

At the end of the hearing, I allowed the appeal with costs.

The defendant married Soh Cheng Siew when she was 17 years old (she is now 64 years). After the marriage, she went to live with her husband in an attap house built on Lot 234 Mukim 15 (Windsor Park). The land belonged to Ang Teck Say, the husband of Soh Thow Neo, the sister of Soh Cheng Siew. Sometime in 1956 the defendant and her family moved to No. 38A Lorong Puntong. The house was on Lot 19-10 Mukim 18 (Ang Mo Kio) which was purchased in 1955 by Ang Teck Say's company, Ang Chuan Lam Ltd. The plaintiff is now the owner of Lot 19-10 Mukim 18, having purchased it in 1981. Soh Thow Neo, Soh Cheng Siew and Ang Teck Say have died.

The defendant pleaded that the attap house on Lot 234 was built by her and her husband and that they were the ground tenants. Ang Teck Say wanted to develop Lot 234 and asked her and her family to move out of the attap house. In consideration of the defendant and her family quitting Lot 234, the defendant and her husband were allowed to build the house No. 38A Lorong Puntong on Lot 19-10 with the express consent and undertaking of Ang Chuan Lam Ltd. and in the expectation that they would be allowed occupation of it for as long as the defendant and her family deemed fit.

At the outset of the trial, counsel for the parties intimated to the court that the only issue on which they wished a decision from the court was whether or not the defendant was entitled to an equitable estoppel.

The district judge found that the defendant was not entitled to an equitable estoppel but found that her tenancy was coupled with an equity and that she was entitled to have the equity satisfied before the plaintiff could recover possession of No. 38A. The quantum to satisfy that equity was fixed by the court at $24,207.

The district judge was of the view that the defendant was not a very truthful witness and that she did not know the terms of the occupation of No. 38A. The district judge said that what was clear was that when the application to build the house No. 38A was made, the tenure of the land was stated as a monthly one which the defendant's husband did not challenge. The district judge found upon a perusal of the whole evidence that there was no expectation created as alleged by the defendant in her defence and he found that the defendant was not entitled to an equitable estoppel.

The evidence of Mrs. Evelyn Klyne, the registry officer in the Development & Building Control Division, Ministry of National Development, clearly established that the house No. 38A was built by the defendant's husband with the permission and consent of the plaintiff's predecessor in title. The application to build the house was made in October 1955.

The district judge was of the view that the defendant was not a very truthful witness because she contradicted what she said in examination-in-chief when she was cross-examined. It appeared to the district judge that the defendant did not know the terms of the occupation of No. 38A because she contradicted herself and she did not know who gave the instructions to the solicitors regarding the plea of equitable estoppel.

The district judge should have taken into consideration that the defendant is illiterate and old and should have considered the probabilities of the case. The defendant had been living in the attap house on Lot 234 which belonged to her husband's brother-in-law. The probabilities are that the defendant's husband paid ground rent to his brother-in-law, as he paid ground rent for the house No. 38A, and was a protected tenant. The defendant and her family had lived in the attap house for at least 16 years (1939-1955). The

probabilities are that when Ang Teck Say decided to develop Lot 234 there was a discussion between the defendant's family and Ang Teck Say's family as to where the defendant and her family were to live. No compensation was to be paid by Ang Teck Say. The defendant's husband was to pay for the erection of No. 38A and he was to pay ground rent. The probabilities are that the defendant's husband was induced and agreed to move out of Lot 234 and go and live at No. 38A with his family on the assurance that they could stay there permanently.

The defendant has proved, on the balance of probabilities, that the circumstances of the case establish an equitable estoppel against the plaintiff. Having regard to the facts of the case, the equitable estoppel protected the defendant and her family's occupation of the premises permanently (*Siew Soon Wah* v. *Yong Tong Hong*;[1] *Bank Negara Indonesia* v. *Philip Hoalim*[2]).

Both counsel have also argued on the amount of compensation that should be paid to the appellant if she had only an equity and I think I should give my views.

The first point taken by the respondent was that the appellant is estopped from appealing against the award of $24,207 as at the conclusion of the trial the appellant had through her counsel agreed with the respondent to obtain a valuation report on the property for the use of the court in the event the question of the satisfaction of equity arose. The respondent had incurred costs in appointing the valuers nominated by the appellant to put up the said report which was by consent submitted to the court for its use. There is no substance in this submission. There was no question of the appellant having agreed to be bound by the valuation.

The valuation is based on the estimated replacement cost of the structures, less depreciation for age. The sum does not take into account the compensatory value of the land and premises. The district judge made no attempt to work out the value of the equity. He added up the value of the main house and improvements and awarded $24,207.

The compensation to be made must be a reasonable one. It is difficult for the defendant now to find another site to build a house and pay ground rent. It seems to me that if she were to house her family (consisting of several sons, a daughter and several grandchildren), she would have to purchase a four-room Housing & Development Board apartment. Then she would have to incur removal expenses. On the newspaper reports tendered by the appellant on the increase of compensation in August 1980 paid by the government to people who were resettled, it appears to me that the sum of $80,000 suggested by counsel for the appellant would be a reasonable compensation in this case.

[*The respondent appealed to the Court of Appeal.*]

COURT OF APPEAL.

Ng Liang Poh for the plaintiff.

Cheong Yuen Hee (*Miss Mabel Tan* with him) for the defendant.

Cur. Adv. Vult.

Wee Chong Jin C.J. (delivering the judgment of the court): This appeal arises from a claim by the plaintiff/appellant against the defendant/respondent for possession of premises known as No. 38A, Lorong Puntong, Singapore, together with arrears of rent and mesne profits from February 1, 1983 and costs.

The plaintiff alleged that the defendant had been in possession of the premises as the plaintiff's tenant and that the tenancy had been duly determined by notice to quit expiring on January 31, 1983.

The defendant claimed to be entitled to continued possession of the premises on the ground that the plaintiff was estopped from denying the defendant's right to remain in occupation of the premises for as long as the defendant and her family deemed fit.

The defence of estoppel is based on the allegation that the plaintiff's predecessor in title of the present premises (38A) had represented to the defendant and her family that if they were to give up possession of Lot 234, Mukim 15, of which the defendant claimed to have been protected tenants under the Control of Rent Act, the defendant and her family would be allowed to erect their own house on the present premises and to remain in occupation for as long as they deem fit.

The defendant further alleged that relying on this representation, the defendant and her family gave up possession of Lot 234, Mukim 15, moved

to 38A, erected their own house on it and incurred expenses in reclaiming part of the premises which was then swampland.

In substance therefore the defendant's contention was that an equitable estoppel had been established, creating an equity in her favour which could only be satisfied by permitting her to stay at 38A permanently. The defendant also argued that alternatively, the equity could be satisfied if the plaintiff were to pay her $80,000, being the costs of resettling her in a 4-room HDB flat.

The plaintiff denied that any expectation that the defendant could stay at 38A permanently, had been created. However, the plaintiff did not dispute that the defendant, having expended money in building the house at 38A with the then owner's consent, did possess an equity which had to be satisfied before the plaintiff could obtain possession. The plaintiff contended that this equity would be satisfied if the defendant was compensated for the replacement cost of the house. This replacement cost was valued at $24,207 less 25% depreciation for age, by a valuer whose appointment had been agreed upon by both parties. The plaintiff was prepared to pay the defendant the full replacement value of $24,207 without any deduction for depreciation.

The trial judge found on the evidence before him that the defendant did not actually know the terms of the occupation of 38A. Neither did the defendant know the conditions under which her husband was allowed to build the house at 38A. The trial judge was also of the view that the defendant was not a protected tenant of Lot 234 as pleaded. In the circumstances the trial judge found that no expectation that the defendant could stay at 38A permanently had been created.

The trial judge then ordered the plaintiff to pay the defendant $24,207, being the replacement cost of the defendant's house at 38A before the plaintiff could recover possession. The trial judge rejected the defendant's claim for $80,000 compensation in satisfaction of her equity, so that she could move to a 4-room HDB flat. In his view the compensation of $24,207 was fair and reasonable.

The defendant appealed to the High Court and succeeded in her appeal. The High Court in allowing the appeal held that:

(a) the trial judge had erred in concluding that no expectation was created by the plaintiff's predecessor in title that the defendant and her family could reside at No. 38A permanently;

(b) the defendant had proved on the balance of probabilities that the circumstances of the case established the equitable estoppel alleged by her; and

(c) that the equitable estoppel protected the defendant and her family's occupation of the premises permanently.

The court further expressed the view that even if the plaintiff were to be entitled to possession, the extent of the defendant's equity which the plaintiff would have to satisfy would be the cost of resettling the defendant and not just the replacement cost of the house built. The court accepted the defendant's submission that the cost of resettling the defendant would be $80,000.

The plaintiff, being dissatisfied with the High Court's decision, appealed and we allowed the appeal and restored the decision of the trial judge.

In our view, in cases such as this where the defendant raises equitable estoppel to restrict the plaintiff from exercising his legal rights as landowner, the proper approach is to inquire first, whether any equitable estoppel exists, and if so, the extent of the equity established by the estoppel, before next considering how best that equity may be satisfied.

Whether there is an equity and its extent will, in the normal case, depend simply on the initial conduct said to give rise to the equity, although the court may have to decide how, having regard to supervening circumstances, the equity can best be satisfied. If the equity so requires, the court may declare the defendant to be entitled to possession until his outlay is repaid, or even for so long as he wishes.

With regard to the creation of the estoppel, the general principle is that an estoppel arises where one party (A) makes a representation or promise to another party (B) intending (B) to act in reliance on the representation or promise, and (B) does so act to his detriment. (A) will then be estopped from acting inconsistently with his representation or promise.

In this particular case, the uncontrovertible facts show that:

(a) prior to moving to the present premises (38A), the defendant and her family were staying at Lot 234 which belonged to the defendant's elder sister, one Soh Thow Neo;

(b) the house at 38A was built by the defendant's late husband with the permission of the then owner of the land; and

(c) the defendant and her family had been residing at 38A from 1956 or thereabouts.

However, the crucial fact in dispute was the nature of the representation or promise made to the defendant and her family which encouraged or induced them to move to 38A and expend money in building a house on land which did not belong to them and thereafter to stay on the premises.

On this point, the trial judge had made a finding of fact based on oral testimony, after having considered the evidence of the witnesses and formed his opinion on their credibility. We are unable to say that on the evidence before him the trial judge's finding on this crucial fact was wrong, and we are of the opinion that that finding ought not, on well-established principles, to have been disturbed.

The finding of fact in question in this present case relates to a finding of a specific fact (*i.e.* whether the representation as alleged by the defendant had been made) and not to the drawing of an inference. A distinction must be drawn between a judge's finding of a specific or primary fact based on conflicting testimony, and the inferences to be drawn from undisputed facts or from facts deposed to by witnesses and found by the court. While an appellate court might be more willing to form an independent opinion upon the proper inference to be drawn, it would always be extremely reluctant to reject a finding by a judge of a primary fact deposed to by witnesses especially when the finding is based on the credibility or bearing of a witness. As has been said by this court in *Goh Leng Kwang* v. *Teng Swee Lin*,[3] at p. 8:

"In the final analysis it was for the trial judge to balance the probabilities and to evaluate the weight of evidence on either side and it is not for this court to do so."

We would therefore restore the trial judge's finding that no expectation that the defendant be permitted to stay at 38A permanently had been created. This does not, however, mean that the plaintiff should be entitled to an order for possession without more. At the very least, and this the plaintiff does not dispute, the defendant having expended money in building her house on the premises with the then owner's consent, there is an equitable estoppel or an estoppel by acquiescence operating in favour of the defendant, thereby creating in her favour an equity which has to be satisfied before the plaintiff can recover possession.

On the basis of the trial judge's finding, this equity obviously cannot extend to protecting the defendant's occupation of 38A permanently. Neither would it therefore require that the defendant should be compensated with the costs of finding alternative accommodation in order that the equity may be satisfied.

On the evidence, the extent of the defendant's equity was merely to protect her from eviction without being compensated for the money expended in erecting the house. The defendant's equity can therefore be satisfied if she were so compensated.

As it was common ground that the replacement cost of the house has been valued at $24,207, we therefore restored the trial judge's order that the plaintiff be entitled to possession of the premises upon payment of $24,207 to the defendant. We further ordered that the defendant vacate the premises by May 31, 1987.

Order accordingly.

Solicitors: *Ng Liang Poh & Co.; Cheong Yeo & Partners.*

RICHARD LIONG KUO CHI v. THE ATTORNEY-GENERAL

[O.Cr.J. (Rajah J.) November 28, 1986]

[Singapore – Criminal Motion No. 56 of 1986]

Criminal Procedure – Sentencing – Peremptory sentences and default sentences – Maximum term of imprisonment – Whether both types of sentences can be concurrent – Application for declaration – Whether application is misconceived – Criminal Procedure Code (Cap. 113, 1970 Ed.) ss. 223 & 326.

The applicant was charged, tried and found guilty on nine counts under section 6(a) of the Prevention of Corruption Act (Cap. 104, 1970 Ed.) read with section 34 of the Penal Code (Cap. 103, 1970 Ed.) and four counts under section 5(1) of the Prevention of Corruption Act (Cap. 104, 1970 Ed.) and was sentenced to varying terms of peremptory imprisonment from eight months to three months and to pay penalties ranging from $42,800 (in default four months' imprisonment) to $2,025 (in default two weeks' imprisonment) on the 13 counts. All